

# 2012 AGREEMENT

Account # \_\_\_\_\_

## Between the Little Kanawha Resource Conservation and Development Council and

**Name of Organization:** \_\_\_\_\_

**Organizational Head:** \_\_\_\_\_ **Title:** \_\_\_\_\_

The above organization is providing this information as a part of establishing eligibility as a recipient of gifts in kind from Project Sharing, a program of the Little Kanawha Resource Conservation and Development, and agrees to the following:

The Minister, Executive Director or person in authority of recipient organization affirms that the organization is a church, mission or other non-profit organization that provides services to the needy, infants, or ill of our 9 county region. I understand and agree that items received from Project Sharing will not be sold, bartered or traded in any way, and they will only be used for charitable purposes. Donations must be used by the recipient organization to operate its offices or be distributed directly to those in need, free of any admin fees, shipping, storage or handling fees. Donations cannot be used for fundraisers, raffles, auctions, silent auctions, door prizes, or sold in retail stores, flea markets or in any other manner.

Only churches, missions, other religious groups and other non-profit, tax-exempt social service health, or educational types of organizations may receive gifts-in-kind from Project Sharing. Items received from Project Sharing are not to be recorded by recipient organization as part of its IRS 990 report. The recipient is to advise Project Sharing staff of any changes in contact persons or person initially signing this form. The above recipient organization agrees to reply to any request for information sent by Project Sharing's staff.

All food, pharmaceuticals, equipment, vehicles and other materials and products distributed by Project Sharing to recipient organization (collectively "Product") have been donated by other entities to Project Sharing for further distribution at no cost to the recipient organization. Project Sharing makes absolutely no warranty, covenant or representation, expressed or implied, regarding the Product, including without limitation, its design or condition, its merchantability or fitness for any particular purpose. Project Sharing distributes the Product to recipients "as is". If the Product is unsatisfactory for any reason, recipient shall have no claim against Project Sharing on account thereof. Project Sharing shall not be liable for any direct or consequential damages or losses suffered or incurred by recipients as a result of the use or consumption of the Product. Recipient accepts the Product "as is" and waives any and all claims against and releases Project Sharing from all liability associated with the use of the Product.

Recipient organization agrees to maintain records of donations and to make such records available upon request to Project Sharing staff. Organization agrees to provide complete substantiation of its distribution of all product donations to LKRC&D promptly upon request. Project Sharing reserves the right to refuse donations to any recipient organization violating this Contract.

### Donations Not Used by the Requesting Organization

LKRC&D does not allow returns or issue refunds because we are committed to maintaining low operating costs. Read all applications and product descriptions carefully before making a product donation request. If you receive a donation your nonprofit organization is unable to use, you **may be able** to pass the donation on to another nonprofit with prior written permission from LKRC&D. However, this varies by donation as **some donations, including software donations and electronics, cannot be transferred**. Please be sure to read the terms and agreements for each donation you are requesting.

### Fitness for Use

We cannot guarantee specific items, sizes, styles, or colors. By completing, signing and submitting the application(s) your organization agrees to this condition. Images representing products are used for illustration of donation only, and may be a similar product if not identical to the donated product.

### Warehouse

The participating organization agrees to follow the posted rules at the warehouse. Some basic rules of the warehouse include: children are not permitted in the warehouse and pets and other animals are not permitted

unless prior approval. Participants are not permitted in the warehouse except during hours of distribution. The LKRC&D participates in various gifting programs and each has unique rules and requirements. Participant agrees to follow the specific rules of the program for which goods were received.

**Restrictions on goods**

In addition to the terms and conditions listed about, some donors have certain criteria which must be met to receive their company's donations. Not all Project Sharing participants are eligible to receive specific goods. LKRC&D will restrict the number of goods a group can receive. Goods will be allocated at the discretion of the LKRC&D or LKRC&D representative. LKRC&D reserves the right to refuse donations to any recipient organization violating this contract or abuse of the program. Only the authorized representative(s) will be permitted to pick up goods. Participant representative must have identification and active Account Card.

Participating organization's authorized representatives:

- 1. \_\_\_\_\_ e-mail \_\_\_\_\_
- 2. \_\_\_\_\_ e-mail \_\_\_\_\_

I have the authority to sign this agreement on behalf of my organization and I, and the above named representatives, have read, understand, and agree to comply with this agreement.

Organizational Head: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only:
Application received and complete: Yes or No (Circle One)
Agreement received and complete: Yes or No (Circle One)
Tax documentation received: Yes or No (Circle One)
Does organization meet all requirements of Project Sharing: Yes or No (Circle One)
Account Number Assigned: _____ Cards Issued on: _____
LKRC&D Representative: _____ Date: _____